

1 COGBURN LAW OFFICES  
Jamie S. Cogburn, Esq.  
2 Nevada Bar No. 8409  
jsc@cogburnlaw.com  
3 Erik W. Fox, Esq.  
Nevada Bar No. 8804  
4 efox@cogburnlaw.com  
2580 St. Rose Parkway, Suite 330  
5 Henderson, Nevada 89074  
Telephone: (702) 748-7777  
6 Facsimile: (702) 966-3880  
*Attorneys for Plaintiff*

7  
8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 JOHN C. PIPES,

11 Plaintiff,

12 vs.

13 NCC BUSINESS SERVICES, INC., a  
Foreign Company, EQUIFAX  
14 INFORMATION SERVICES, LLC, a  
Foreign Limited-Liability Company,  
15 TRANSUNION, LLC, a Foreign Limited-  
Liability Company,

16 Defendants.  
17

**COMPLAINT**

18 Plaintiff, John C. Pipes (hereinafter "Plaintiff"), by and through his counsel of record,  
19 Jamie S. Cogburn, Esq. and Erik W. Fox, Esq. of Cogburn Law Offices, hereby complains against  
20 Defendants as follows:

21 **I. PRELIMINARY STATEMENT**

22 1. This is an action for actual, statutory and punitive damages, costs and attorney fees  
23 brought pursuant to 15 U.S.C. § 1681 et seq. (Federal Fair Credit Report Act).  
24

1 **II. JURISDICTION AND PARTIES**

2 **A. JURISDICTION OF THE COURT**

3 2. The jurisdiction of this Court is conferred by 15 U.S.C. § 1681(p) and 28 U.S.C.  
4 1367.

5 3. Plaintiff is a natural person and resident of the State of Nevada and is a “consumer”  
6 as defined by 15 U.S.C. § 1681a(c).

7 **B. VENUE.**

8 4. Venue is proper pursuant to 28 U.S.C. § 1391 as Defendants do business within the  
9 area of the District of Nevada, are subject to the Court’s personal jurisdiction and a substantial part  
10 of the events giving rise to the claims alleged occurred within the District of Nevada.

11 **C. THE CREDIT BUREAUS AND THE FURNISHER**

12 5. This matter involves two entities in the business of furnishing credit reports.  
13 Equifax and Transunion will be collectively known as the “Credit Bureaus.”

14 6. Upon information and belief, Equifax Information Services, LLC (hereinafter  
15 “Equifax”) is a corporation incorporated under the laws of the State of Georgia authorized to do  
16 business in the State of Nevada.

17 7. Upon information and belief, Defendant, Equifax is a “consumer reporting  
18 agency,” as defined in 15 U.S.C. § 1681(f).

19 8. Upon information and belief, Defendant, Transunion LLC (hereinafter  
20 “Transunion”), is a foreign entity licensed in the State of Illinois and registered to do business in  
21 Nevada.

22 9. Upon information and belief, Defendant, Transunion, is a “consumer reporting  
23 agency,” as defined in 15 U.S.C. § 1681(f).

1           10.     Upon information and belief, NCC Business Services, Inc. (hereinafter “NCC”) is  
2 a corporation incorporated under the laws of the State of Florida and authorized to do business in  
3 the State of Nevada and is licensed with the Nevada Division of Business and Industry, Financial  
4 License Division (FCA10038).

5           11.     Upon information and belief, NCC is a furnisher of information under 15 U.S.C. §  
6 1681s-2.

7 **III.   GENERAL ALLEGATIONS**

8           1.     Plaintiff was a victim of identity theft from 2016 to 2018.

9           2.     At that time, Plaintiff learned that someone was attempting to, or had, open  
10 fraudulent accounts in his name.

11          3.     Plaintiff notified the Henderson Police Department in 2018 and filed a report with  
12 that agency.

13          4.     Plaintiff pulled his credit reports and learned of multiple fraudulent identity theft  
14 actions.

15          5.     A notation appeared on the Plaintiff’s credit report as to NCC showing that accounts  
16 were reported as to this furnisher for an apartment at Aspire Pinnacle Peak.

17          6.     The Plaintiff never rented an apartment from Aspire Pinnacle Peak.

18          7.     The NCC account is reported, and continue to be reported, as a collection account.

19          8.     Plaintiff was denied employment based on the identity theft notations on his credit  
20 reports.

21          9.     NCC furnished false information to the Credit Bureaus.

22          10.    The Credit Bureaus and NCC failed to conduct a thorough investigation into this  
23 dispute.

24 ...

**CLAIMS FOR RELIEF**

**FIRST CLAIM FOR RELIEF AGAINST THE CREDIT BUREAUS**

11. The Plaintiff realleges and incorporates all preceding paragraphs as if fully set out herein.

12. The Credit Bureaus violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

13. As a result of this conduct, action and inaction of the Credit Bureaus, Plaintiff suffered damage by loss of credit, loss of the ability to purchase and benefit from credit, the mental and emotional pain and anguish and the humiliation and embarrassment of credit denials.

14. The Credit Bureaus' conduct, action and inaction was willful, rendering it liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, it was negligent, entitling Plaintiff to recover under 15 U.S.C. 1681o.

15. Plaintiff is entitled to recover costs and attorney fees from the Credit Bureaus in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

**SECOND CLAIM FOR RELIEF AGAINST THE CREDIT BUREAUS**

16. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out herein.

17. The Credit Bureaus violated 15 U.S.C. § 1681i on multiple occasions by failing to delete inaccurate information in the Plaintiff's credit file after receiving actual notice of such inaccuracies; by failing to conduct a lawful reinvestigation; by failing to forward all relevant information to NCC; by failing to maintain reasonable procedures with which to filter and verify disputed information in the Plaintiff's credit file; and by relying upon verification from a source it has reason to know is unreliable.

1 18. As a result of this conduct, action and inaction of the Credit Bureaus, the Plaintiff  
2 suffered damage by loss of credit; loss of the ability to purchase and benefit from credit; and the  
3 mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

4 19. The Credit Bureaus' conduct, action and inaction was willful, rendering it liable for  
5 actual or statutory damages, and punitive damages in an amount to be determined by the Court  
6 pursuant to 15 U.S.C. § 1681o.

7 20. The Plaintiff is entitled to recover costs and attorney fees from the Credit Bureaus  
8 in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or 1681o.

9 **FIRST CLAIM FROM RELIEF AGAINST NCC**

10 21. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out  
11 herein.

12 22. NCC published the NCC representations to Equifax, and Transunion and through  
13 each of the credit reporting bureaus identified above to all of Plaintiff's potential lenders on  
14 multiple occasions, including but not limited to reporting the NCC account (the "Defamation").

15 23. The Defamation was willful and with malice. NCC did not have any reasonable  
16 basis to believe that the Plaintiff was responsible for the account reported in the NCC  
17 representation. The NCC account was never opened by Plaintiff and NCC had no basis to continue  
18 furnishing inaccurate account information to each credit reporting bureau identified above.

19 24. As a result of this conduct, action and inaction of NCC, the Plaintiff suffered  
20 damage by loss of credit; loss of the ability to purchase and benefit from credit; and the mental  
21 and emotional pain, anguish, humiliation, and embarrassment of credit denials.

22 a. The defamation, conduct and actions of NCC were willful, deliberate,  
23 intentional and/or with reckless disregard for the interests and rights of Plaintiff such as to justify  
24 an award of punitive damages against NCC in an amount to be determined by the Court.

**SECOND CLAIM FOR RELIEF AGAINST NCC**

25. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out herein.

26. NCC violated the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b) by continuing the NCC representation within Plaintiff's credit file with each of the credit bureaus identified above without also including a notation that this debt was disputed; by failing to fully and properly investigate the Plaintiff's dispute of the NCC representation; by failing to review all relevant information regarding same; by failing to accurately respond to the Credit Bureaus; by failing to correctly report results of an accurate investigation to every other credit reporting agency; and by failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the NCC Representations to the consumer reporting agencies.

27. As a result of this conduct, action and inaction of NCC, the Plaintiff suffered damage by loss of credit; loss of the ability to purchase and benefit from credit; and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

28. NCC's conduct, action and inaction was willful, rendering it liable for actual or statutory, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, it was negligent entitling the Plaintiff to recover actual damages under 15 U.S.C. 1681o.

29. The Plaintiff is entitled to recover costs and attorney's fees from NCC in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

...

...

...

...

1 **IV. PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff respectfully prays that judgment be entered against the  
3 Defendant, on all counts, for the following:

- 4 30. Actual damages;  
5 31. Statutory damages;  
6 32. Punitive damages;  
7 33. Costs and reasonable attorney fees;  
8 34. A trial by jury; and  
9 35. For such other and further relief as the Court may deem just and proper.

10 **V. JURY DEMAND**

11 Pursuant to Fed. R. Civ. P. 38(b) and the Seventh Amendment to the United States  
12 Constitution, Plaintiff hereby demands a jury trial.

13 Dated this 20th day of August, 2018.

14 COGBURN LAW OFFICES

16 By: /s/ Erik W. Fox  
17 Jamie S. Cogburn, Esq.  
18 Nevada Bar No. 8409  
19 Erik W. Fox, Esq.  
20 Nevada Bar No. 8804  
21 2580 St. Rose Parkway, Suite 330  
22 Henderson, Nevada 89074  
23 *Attorneys for Plaintiff*  
24